

SUNRISE, FLORIDA

RESOLUTION NO. 12-94

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE AWARD OF RFP NO. (12)H-02 AND A CONTRACT FOR SUPERVISORY CONTROL AND DATA ACQUISITION SERVICES TO REVERE CONTROL SYSTEMS, INC. OF BIRMINGHAM, ALABAMA FOR THE UTILITIES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City requires the services of a qualified firm to provide supervisory control and data acquisition services; and

WHEREAS, a request for proposals was issued to obtain the services of such a firm and proposals were received; and

WHEREAS, an evaluation by staff has been conducted;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The award of RFP No. (12)H-02 for Revere Control Systems, Inc. of Birmingham, Alabama, to provide Supervisory Control and Data Acquisition Services, is hereby approved. A final copy of the Contract and Contract Deviation Page are attached hereto as Exhibit "A".

Section 2. The Purchasing Director is hereby authorized to execute the Contract, Contract Deviation Page and all

necessary documents. The Purchasing Director is further authorized to execute extensions and renewal in accordance with the terms of the approved Contract, subject to City Attorney approval. The Purchasing Director shall provide the City Clerk with copies of any executed extensions or renewals.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS 10TH DAY OF JULY, 2012.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION: ALU
SECOND: ROSEN

ALU: YEA
ROSEN: YEA
SCUOTTO: YEA
SOFIELD YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency. _____

Kimberly A. Kisslan

FINANCE AND ADMINISTRATIVE SERVICES DEPT
Purchasing Division
Phone: 954-572-2274
Fax: 954-572-227-4809



June 8, 2017

Sent Via Email: MStewart@reverecontrol.com

Mr. David Paden, Chief Operating Officer
Revere Control Systems, Inc.
2240 Rocky Ridge Road
Birmingham, AL 35216

Re: RFP No. (12)H-02, Supervisory Control and Data Acquisition (SCADA) Services
Contract No. (12) C-12-H

Dear Mr. Paden:

The initial extension period of the above referenced Contract will expire September 30, 2016. The Original Contract contains a provision which allows the City to renew this Contract for three (3) additional (1) one-year periods.

The City wishes to renew the contract for the third and final, one-year period, from October 1, 2017 through **September 30, 2018.**

Please sign, date and return this acknowledgement and fax to number 954-578-4809 or email to hraphaelson@sunrisefl.gov

Please indicate your concurrence by signing below.

Best Regards,

Holly Raphaelson, C.P.M., CPPO, CPSM
Contracts Administrator

We hereby acknowledge that the above contract will be renewed for one (1) year, October 1, 2017 through September 30, 2018.

Authorized Signature:

David Paden, Chief Operating Officer

6-8-2017
Date

CENTRAL SERVICES DEPARTMENT
Purchasing Division
Phone: 954-572-2274
Fax: 954-572-2278



June 30, 2016

Mr. David Paden, Chief Operating Officer
Revere Control Systems, Inc.
2240 Rocky Ridge Road
Birmingham, AL 35216

Re: RFP No. (12)H-02, Supervisory Control and Data Acquisition (SCADA) Services
Contract No. (12) C-12-H

Dear Mr. Paden:

The initial extension period of the above referenced Contract will expire September 30, 2016. The Original Contract contains a provision which allows the City to renew this Contract for three (3) additional (1) one-year periods.

The City wishes to renew the contract for the second, one-year period, from October 1, 2016 through **September 30, 2017.**

Please indicate your concurrence by signing below. You may return this notice by fax or email and send the original by mail. My email address is apotter@sunrisefl.gov and my fax number is 954-578-4809.

Please indicate your concurrence by signing below.

Sincerely,

Ann Potter
Director of Purchasing

We hereby acknowledge that the above contract will be renewed for one (1) year.

Authorized Signature: _____

7/1/2016

Date

CENTRAL SERVICES DEPARTMENT
Purchasing Division
Phone: 954-572-2274
Fax: 954-572-2278



July 6, 2015

Mr. David Paden, Chief Operating Officer
Revere Control Systems, Inc.
2240 Rocky Ridge Road
Birmingham, AL 35216

Re: RFP No. (12)H-02, Supervisory Control and Data Acquisition (SCADA) Services
Contract (12)C-12-H

Dear Mr. Paden:

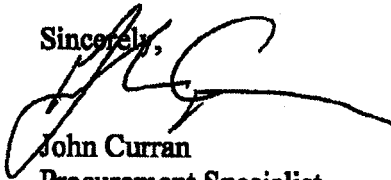
The initial term of the above referenced Contract will expire September 30, 2015. The Contract contains a provision which allows the City to renew this Contract for three (3) additional (1) one-year periods.

The City is renewing the contract for the initial one-year period from October 1, 2015 through September 30, 2016.

Please indicate your concurrence by signing below. You may return this notice by fax or email and send the original by mail. My email address is jcurran@sunrisefl.gov and my fax number is 954-578-4809.

Please indicate your concurrence by signing below.

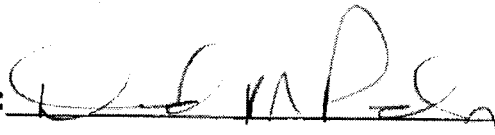
Sincerely,



John Curran
Procurement Specialist

We hereby acknowledge that the above contract will be renewed for one (1) year.

Authorized Signature:



7/7/2015
Date



Memorandum

To: Ania Hopkins, Administrative Officer I, Utilities

From: Holly Raphaelson, C.P.M., CPPO, FCPM, FCCN, FCCM,
Purchasing Specialist

Date: July 16, 2012

RE: **Contract (12)C-12-H, RFP No. (12)-H-02, SCADA Services**

Attached is a copy of the above referenced Contract for your files. The contract period is October 1, 2012 to September 30, 2015. The resolution no. is 12-94.

**CONTRACT NO. (12)C-12-H
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND REVERE CONTROL SYSTEMS, INC.
FOR SUPERVISORY CONTROL AND DATA ACQUISITION SERVICES**

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City" or "the Owner") and Revere Control Systems, Inc. a Corporation authorized to do business in the State of Florida, (hereinafter referred to as the "Contractor"), whose address is 2240 Rocky Ridge Road, Birmingham, AL 35216 and whose Federal Identification Number is 63-0794615, incorporates all Terms and Conditions and requirements of Bid or RFP number (12)H-02 and Vendor' response by reference.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is for Supervisory Control And Data Acquisition Services and as further stated in the Scope of Work, Exhibit "A", which is attached and made a part of this Contract.

The City's representative/liaison during the performance of this Contract shall be Allan Miller, telephone number (954) 888-6050, or designee.

The Contractor's representative/liaison during the performance of this Contract shall be Mike Coomler, telephone number (954) 235-2475.

2. Payments

The Contractor will bill the City at the completion of each job for services rendered toward the completion of the work defined herein at the rates listed in Exhibit "A". Submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

Invoices received from the Contractor pursuant to this contract will be reviewed and approved by the City's representative, indicating that services have been rendered in conformity with the contract and then will be sent to the Finance Department for payment. Invoices will generally be paid within thirty (30) days following the City representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies

[Handwritten Signature]

[Handwritten Signature]

that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for three (3) years, commencing on October 1, 2012. In addition, contingent upon Budget approval, the City reserves the right to unilaterally renew the contract for three (3) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the vendor by the Purchasing Director

In the event the services are scheduled to end either by contract expiration or by termination by the City of Sunrise (at the City's discretion), the Contractor shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing contract. The Contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

4. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

5. Truth-In-Negotiation Certificate

Signature of this contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this contract are accurate, complete and current as of the date of the contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

6. Insurance Requirements

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverage, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

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Commercial General Liability: Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence, and \$1,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Automobile Liability: Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability: Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability insurance.

Additional Insured: Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2026 07 04 Additional Insured – Designated Person or Organization endorsement or the CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, including the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured shall read "City of Sunrise."

Waiver of Subrogation: Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance: Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

The Certificate Holder address shall read:

City of Sunrise
Attn: Purchasing Director
Purchasing Division
1601 NW 136 Ave, Bldg A, Suite 101
Sunrise, FL 33323

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Professional Errors & Omissions Liability: Contractor agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than \$1,000,000 Per Claim, \$1,000,000 Annual Aggregate, or a \$1,000,000 Combined Single Limit. When a self-insured retention (SIR) or deductible exceeds \$25,000, the City reserves the right, but not the obligation, to review and request a copy of the Respondent's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Respondent agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Respondent agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Respondent of the obligation to provide replacement coverage.

Umbrella or Excess Liability: Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject: City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

7. Performance & Payment Bonds Not Applicable

8. Termination For Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the quantities required under this contract for any of the City's fiscal years subsequent to the one in which the contract is executed and entered into, then this contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

9. Termination For Cause

This Agreement may be terminated by either party upon three (3) calendar days written notice to the other party, should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Contractor

abandons this Agreement or causes it to be terminated by the CITY, the Contractor shall indemnify the CITY against any loss pertaining to this termination. In the event that the Contractor is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10 and the provisions of Section 10. shall govern.

10. Termination For Convenience

This contract may be terminated by the City without cause upon thirty (30) days written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all work completed and accepted by the City's Representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit to the City its invoice for final payment and reimbursement under the terms of this contract.

11. Indemnification

In consideration of the separate sum of \$10.00 (which \$10.00 is the first \$10.00 of the contract price), the Contractor shall indemnify and save harmless and defend the City, its agents and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the Contractor, its agents or employees in the performance of services under this contract. The Contractor further agrees to indemnify, save harmless and defend the City, its agents and employees from and against any claim, demand or cause of action whatsoever kind or nature arising out of any conduct or misconduct of the Contractor not included in the paragraph above and for which the City, its agents or employees are alleged to be liable.

Contractor agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be made for hire as a commissioned work. If any such work is deemed for any reason not to be work made for hire, Contractor assigns all right, title and interest in the copyright in such work, included but not limited to, copyrights in text, two-dimensional and three dimensional representations or animations, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without additional compensation to Contractor. Contractor agrees to waive all artist's rights and moral rights under Federal, State or international law, relating to the work developed or produced, including without limitation and any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use of subsequent modification.

12. Independent Contractor

The Contractor is an independent Contractor under this contract. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and are not officers, employees, or agents of the City. Personnel policies, tax

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responsibilities, purchasing policies and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

13. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

14. Severability

If any term or provision of this contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.

15. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 9 & 11, each party will be responsible for their own attorney's fees and costs.

16. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this contract. The Contractor shall not assign this contract without written consent of the City.

17. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this contract. If a subcontractor fails to perform or make progress, as required by this contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

18. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required

hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any interest shall be employed for said performance.

19. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this contract.

20. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

21. Public Entity Crimes

As provided in Sections 287.132 and 287.133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

22. Modifications of Work

If the City requires miscellaneous additional work or materials not delineated in the Bid but within the general Scope of Work, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in Scope of Services, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this contract. The parties agree to negotiate in good faith changes in the Scope of Services that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Services affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is

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signed by the Contractor and approved and executed by the City's representative and Purchasing Director.

23. Notice

All written notices required in this contract shall be sent by certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Purchasing Director
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

Revere Control Systems
Attn: President
2240 Rocky Ridge Road
Birmingham AL 35216

24. No Damages for Delay

The CONTRACTOR shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Project from any cause whatsoever including an act or neglect of the CITY, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY, or by other causes which the CONTRACTOR determines may justify delay. The CONTRACTOR'S sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the CITY. However, additional costs to the CONTRACTOR or delays in the CONTRACTOR'S performance caused by improperly timed activities shall not be the basis for granting a time extension. If the CONTRACTOR wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the CITY within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The CITY'S representative shall determine whether or not the CONTRACTOR is entitled to a time extension for the delay. The failure of the CONTRACTOR to give such notice shall constitute a waiver of any claim under this section.

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25. Entirety of Contract

The City and the Contractor agree that this contract sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this contract. Any alteration of the Terms & Conditions of this contract must be contained in the Deviation Page after approval by the City Attorney and Vendor to be binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

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IN WITNESS WHEREOF, the parties made and executed this contract on the respective dates under each signature; the City signing by and through its Mayor, authorized to execute same by City Commission, and Contractor by its duly authorized representative.

CITY OF SUNRISE

By: Ann Potter
Print: Ann Potter
Title: Acting Purchasing Director
Date: 7/10/12

REVERE CONTROL SYSTEMS, INC.

By: D. J. M. Pen
Title: Chief Operating Officer
Date: 7/12/2012

Missy Stewart
Witness
Sandy Mackey
Witness

CONTRACT DEVIATION PAGE

The following paragraphs are to replace the existing paragraphs in the contract or if indicated, are an addition or deletion to the contract.

26. Security

All personnel shall report to the Security Guard or Operator on duty at each site for check-in upon arrival at any Utility location. Photo identification of person, their purpose of visit, and name of contact person at Utilities, shall be required for entry.

Contractor shall ensure that only authorized vendor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City of Sunrise. Contractor shall not admit any unauthorized personnel onto any Utility work site. Contractor will not release, discuss or share any information on Utility system, equipment and/or operations, to any non-City personnel.

Upon leaving Utilities premises; all personnel shall be required to check out with the Security Guard or Operator on duty.

27. Cost Adjustments

The cost of all services as bid herein shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, US. Dept. of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract may be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

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1.17. GENERAL

- The City shall pay only one contractual rate per individual per visit.
- The Contractor shall maintain and store any and all required reports, drawings, records, backups, and any other documentation required by this contract at a location designated by the City. The Contractor shall maintain working copies at the Contractor's location as required to supply remote support on the system.
- All non-routine work shall be coordinated with and authorized by the Director of Utilities or his designated representative.

1.18. PROCUREMENT

- The Contractor shall provide all required parts, supplies, materials, software, licenses, hardware, third party service, and any other materials, as per written estimate, to accomplish all work. The cost of these items shall be paid on a cost plus 20% as outlined in Exhibit "B". A copy of the Contractor's invoice(s) from his supplier for such parts, supplies, and materials shall be submitted with the Contractor's invoice for payment. Revere Control System proprietary parts will be provided at published prices with no markup. Parts, supplies, materials, and any other items shall comply with the manufacturer's specifications and standards.
- If requested by the City, the Contractor shall provide fixed price quotations for materials, engineering, plant services, or on-site services. This does not relieve the Contractor of the requirement to provide the required backup.
- All items procured will become the property of the City.

1.19. ADDITIONAL LABOR AND OTHER EXPENSES

Any and all labor or other costs required in excess of those itemized herein will be at standard rates and must be pre-approved by the City in writing.

1.20. OTHER VENDORS

Contractor intends to provide the services requested by the City directly to the greatest extent possible. However, Contractor reserves the right to utilize other vendors in such cases that specific technical expertise, state licensing, or response time is required. The following vendors are pre-approved by the City:

- Advantage Communications — Radio expertise
- Durham Electric — Electrical contractor
- Jade Communications — Fiber Optics
- PC Controls – Instrumentation, Calibration, and repair

Any other potential vendors must be approved by the City.

EXHIBIT "B" PRICING

Senior Project Manager:	\$150.00 Per Hour
Project Manager/Account Manager	\$125.00 Per Hour
System/Database Administrator:	\$130.00 Per Hour
System Engineer:	\$120.00 Per Hour
Communications Engineer:	\$130.00 Per Hour
Control System Technician:	\$ 90.00 Per Hour
IT Network Communications & Security Analyst	\$175.00 Per Hour
IT Database Designer/Programmer	\$125.00 Per Hour
IT Web-based Graphics Designer	\$110.00 Per Hour
Wireless/Radio WAN Engineer/Analyst	\$125.00 Per Hour
Wireless/Radio Path Study Analyst	\$110.00 Per Hour
Wireless/Radio On-site Service Technician	\$85.00 Per Hour
Senior Systems Automation Engineer	\$145.00 Per Hour
Automation Engineer II	\$115.00 Per Hour
Systems Automation Engineer I/Designer	\$85.00 Per Hour
Senior Software Engineer	\$145.00 Per Hour
Software Engineer II	\$115.00 Per Hour
Software Engineer I	\$85.00 Per Hour
Senior Electrical and Power Engineer	\$145.00 Per Hour
Electrical and Power Engineer II	\$115.00 Per Hour
Electrical and Power Engineer I	\$85.00 Per Hour
Instrumentation and Calibration Technician	\$90.00 Per Hour
Field Services Automation Specialist	\$90.00 Per Hour
Electrical On-site Foreman	\$85.00 Per Hour
Journeyman Electrician	\$60.00 Per Hour
Electrical Technician/Shop Technician	\$55.00 Per Hour
Apprentice Electrician	\$30.00 Per Hour
CAD Operator	\$60.00 Per Hour
Documentation Coordinator	\$60.00 Per Hour
Secretarial Services	\$40.00 Per Hour

Materials/Equipment Markup: 20% Over Cost

Per Hour cost starts when contractor is "on-site" ready to work. Travel costs and per diem shall be paid for in accordance with the City of Sunrise Code for a Category 3 traveler. The City shall pay the following travel costs plus a markup of 10% including: Airport parking, Airfare, Hotel, Rental Vehicle and Fuel. IRS Standard rates for mileage shall apply. Additionally, for a scheduled non-working day, the City shall pay the following: Hotel (weekend rates for the hotel used on the last working day), Rental Vehicle and gallons of gas per day and per diem in accordance with the City of Sunrise Code for a Category 3 traveler.

Materials/Equipment quotes shall be proposed to the City of Sunrise for review prior to purchase. The City reserves the right to procure and provide the materials to the contractor when it is cost effective for the City and does not interfere with work progress.

Any state or federal taxes or fees incurred during this contract may be submitted for payment.

